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14 CODEPINK WOMEN FOR PEACE  
15 CODEPINK ACTION FUND

16 UNITED STATES DISTRICT COURT

17 FOR THE CENTRAL DISTRICT OF CALIFORNIA

18 WESTERN DIVISION

19 RONEN HELMANN, CAMERON  
20 HIGBY, and JUDIT MAULL,

21 Plaintiffs,

22 v.

23 CODEPINK WOMEN FOR PEACE, a  
24 California entity, CODEPINK ACTION  
25 FUND, a California entity, HONOR THE  
26 EARTH, a Minnesota entity,  
27 COURTNEY LENNA SCHIRF, and  
28 REMO IBRAHIM, d/b/a PALESTINIAN  
YOUTH MOVEMENT, and JOHN AND  
JANE DOES 1-20,

Defendants.

Case No. 2:24-cv-05704-SVW-PVC

OBJECTION TO DEFECTIVE  
NOTICE OF VOLUNTARY  
DISMISSAL

1 Defendants CodePink Women For Peace And CodePink Action Fund  
2 (collectively “Codepink”) object to the Plaintiffs’ defective attempt to voluntarily  
3 dismiss Cameron Higby and Judit Maull from the action (Dkt. No. 46) upon two  
4 grounds.

5 First, Fed. R. Civ. Proc. 41(a)(1)(A)(1) is not the proper vehicle to remove the  
6 claims of two of the action’s three plaintiffs. Rule 41(a)(1) states that the plaintiff  
7 may dismiss “an action”. As this Court has previously ruled, there is no provision  
8 for maintaining an action while dismissing the majority of the plaintiffs. *See Sitrick*  
9 *v. Dreamworks, LLC* (C.D.Cal. Jan. 4, 2007, No. CV 03-4265 SVW (AJWx)) 2007  
10 U.S.Dist.LEXIS 105102, at \*2-3.), citing *Hells Canyon Pres. Council v.*  
11 *United States Forest Serv.*, 403 F.3d 683, 687 (9th Cir. 2005); and *Ethridge v.*  
12 *Harbor House Restaurant*, 861 F.2d 1389, 1392 (9th Cir. 1988). CodePink  
13 explained this to the plaintiffs in an October 20, 2024 letter, informing them that  
14 they needed to prepare and file an amended complaint, as they had promised they  
15 would do.

16 Second, CodePink objects to the plaintiffs’ unfounded insistence that “each  
17 party bears its own costs and attorney’s fees”. CodePink’s offer to waive costs and  
18 fees was based on the plaintiff’s promise that a Second Amended Complaint would  
19 be filed, a promise that was broken by yesterday’s inexplicable “Notice of  
20 Voluntary Dismissal.”

21  
22 Dated: October 24, 2024

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23  
24 By:   
25 Mark Kleiman

26  
27 Attorneys for Defendants  
28 CODEPINK WOMEN FOR PEACE  
CODEPINK ACTION FUND